

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

HP TUNERS, LLC, a Nevada limited liability company,	)	
	)	CASE NO.
	)	
Plaintiff,	)	<b>COMPLAINT FOR INJUNCTIVE</b>
	)	<b>RELIEF AND DAMAGES</b>
vs.	)	
	)	<b>JURY TRIAL DEMANDED</b>
KEVIN SYKES-BONNETT and	)	
SYKED ECU TUNING INCORPORATED,	)	
a Washington corporation,	)	
	)	
Defendants.	)	

Plaintiffs HP TUNERS, LLC, a Nevada limited liability company (“HPT”), by its attorneys, for its Complaint for Injunctive Relief (“Complaint”) against Defendants KEVIN SYKES-BONNETT and SYKED ECU TUNING INCORPORATED (collectively, “Sykes-Bonnett” or “Defendants”). In support thereof, HPT states as follows:

**NATURE OF THE ACTION**

1. At substantial expense, hard work and ingenuity over the course of many years and thousands of man hours, HPT has developed complete, cost effective tuning and data acquisition solutions for automobile enthusiasts and professional shops.





1 HPT provides its products and offerings. HPT's network of vendors, resellers and  
2 customers is expansive and relies on HPT to ensure that only authorized, authentic products  
3 and offerings are available in the marketplace.

4 15. HPT invests a substantial amount of money and other resources in developing and  
5 maintaining its network of vendors, reseller and customers.

6 16. HPT prides itself in catering to the needs of its vendors, resellers and  
7 customers and providing authorized, authentic and functional products and offerings, and  
8 the most competitive pricing in the industry.

9 17. HPT works diligently to create new products and offerings and to quickly  
10 and adeptly match its vendors, resellers and customers' needs and requests.

11 18. HPT is constantly working to develop its products, source code and offerings, and  
12 has devoted substantial time, money and resources to protect its confidential and proprietary  
13 information, and to avoid efforts by third parties to pirate HPT's products and offerings.

14 19. As a result of HPT's reputation, exceptional service, and diligent development  
15 of products and offerings, HPT has developed long-standing relationships with many of its  
16 vendors, resellers and customers.

17 20. HPT's confidential and proprietary software, source code, license key  
18 generator and offerings have been developed and extensively refined by HPT at a  
19 substantial cost and effort and constitute confidential information and valuable trade  
20 secrets of HPT (collectively, the "Confidential Information").

21 21. HPT derives economic value from the fact that its Confidential Information  
22 is not known outside of HPT's business and is not available through any public records and  
23  
24  
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1 information sources. HPT's Confidential Information cannot be independently developed by  
2 its competitors without great effort and expense.

3       22. Recognizing the economic value that it derives from its Confidential  
4 Information, as well as the potential value of this information to its competitors, HPT  
5 requires that its Confidential Information be kept strictly confidential by its employees and  
6 restricts access to this information. HPT has taken substantial steps and security measures to  
7 protect the confidentiality of its Confidential Information, including but not limited to the  
8 following:  
9

- 10       a) HPT protects access to its Confidential Information through computer  
11 passwords;
- 12       b) HPT protects to its Confidential Information through hard drive encryption  
13 on all employee's computers;
- 14       c) HPT protects access to its Confidential Information through sophisticated  
15 firewalls;
- 16       d) HPT protects distribution of Confidential Information through non-  
17 compete and non-disclosure agreements;
- 18       e) HPT limits the number of employees having access to its Confidential  
19 Information.
- 20       f) Employees are given access to HPT's Confidential  
21 Information on a "need to know" basis;
- 22       g) HPT does not give access to its Confidential Information to non-  
23 employees;
- 24       h) HPT employees are forbidden from copying, transferring or otherwise  
25

1 duplicating any of HPT's Confidential Information; and

2 i) HPT requires each employee to return to HPT all Confidential Information  
3 when the employee leaves HPT's employ.

4 23. Furthermore, HPT undertook reasonable measures to maintain the secrecy of its  
5 proprietary products, source code, software and offerings, including but not limited to entering  
6 into licensing agreements with protective clauses and installing security measures to prevent  
7 others from obtaining access and pirating HPT's confidential and proprietary products, source  
8 code, software and offerings.  
9

10 24. On or about September 28, 2015, Sykes-Bonnett was issued an HPT Interface  
11 with eight (8) credits.

12 25. In connection with the HPT Interface issued to Sykes-Bonnett and Sykes-  
13 Bonnett's use of HPT's software, Sykes-Bonnett entered into an End User License Agreement  
14 ("EULA") with HPT on or about September 28, 2015. (A copy of the EULA is attached hereto  
15 as Exhibit A).

16 26. The EULA provided, in pertinent part:

17 You may not create a derivative work, reverse engineer, decompile, or  
18 disassemble the SOFTWARE PRODUCT, except and only to the extent  
19 that such activity is expressly permitted by applicable law notwithstanding  
20 this limitation  
21

22 (See Exhibit A).

23 27. On or about October 11, 2016, in violation of the EULA, Sykes-Bonnett provides  
24 a screenshot to Eric Brooks, an HPT employee, showing a feature obtained by Sykes-Bonnett  
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1 through reverse engineering and hacking the software. (A copy of the screenshot is attached  
2 hereto as Exhibit B).

3 28. In same screenshot, Sykes-Bonnett hints at having reverse engineered the HPT  
4 software and intent to create licensing defeat software. (*See* Exhibit B)

5 29. Thereafter, on or November 3, 2016, Sykes-Bonnett threatens to make HPT  
6 software with licensing defeated to the public, and admits to hacking Diablo (an HPT  
7 competitor) handheld devices. (A copy of the screenshot is attached hereto as Exhibit C).

8 30. On the same day, Sykes-Bonnett admits to copying SCT's intellectual property  
9 and using it in its own software (an HPT competitor) intellectual property and using in own  
10 software. (A copy of the screenshot is attached hereto as Exhibit D). Sykes-Bonnett further  
11 threatens to copy HPT's intellectual property. (*See* Exhibit D).

12 31. On November 3, 2016, Sykes-Bonnett further admits to "breaking a few things to  
13 get what Keith [Prociuk, who is a current owner] and Ken [Cannata, who is a former owner]  
14 promised," which is a reference to defeating HPT's software licensing for his own benefit. (A  
15 copy of the screenshot is attached hereto as Exhibit E).

16 32. In a message also dated November 3, 2016 to Eric Brooks, Sykes-Bonnett admits  
17 to having "wasted alot [sic] of time reversing [HPT] shit." (A copy of the message is attached  
18 hereto as Exhibit F).

19 33. On November 15, 2016, Sykes-Bonnett posts on the popular social media website  
20 Facebook that he is allegedly owed 42 credits by HPT. (A copy of the Facebook post is attached  
21 hereto as Exhibit G).

1           34.     These credits are subsequently issued on same day by HPT and Sykes-Bonnett  
2 states in a message to Eric Brooks that all “debts” have been settled. (A copy of the messages  
3 between Sykes-Bonnett and Eric Brooks are attached hereto as Exhibit H).

4           35.     On December 1, 2016, Sykes-Bonnett admits to Eric Brooks in a message that he  
5 sent a Facebook friend request to Matt Honeycutt. (A copy of the message to Eric Brooks is  
6 attached as Exhibit I).

7           36.     On January 16, 2017, Sykes-Bonnett sent a message to Eric Brooks referencing  
8 posts made by Matthew Honeycutt on Facebook, which confirms the Facebook “friendship”  
9 status between Sykes-Bonnett and Matthew Honeycutt. (A copy of the messages between Sykes-  
10 Bonnett and Eric Brooks dated January 16, 2017 are attached hereto as Exhibit J).

11           37.     On February 9, 2017, an email from the sender [isisdistribution@hotmail.com](mailto:isisdistribution@hotmail.com)  
12 advertises the availability a hacked HPT cable with multiple tuning credits. (A copy of the email  
13 received sent by [isisdistribution@hotmail.com](mailto:isisdistribution@hotmail.com) is attached hereto as Exhibit K).

14           38.     On March 16, 2017, Sykes-Bonnett posts a message concerning the availability of  
15 a stolen/hacked HPT interface for sale on a Facebook automotive group. (A copy of the  
16 Facebook post is attached hereto as Exhibit L).

17           39.     The pictures depicting the vehicles and credits available in the email from  
18 [isisdistribution@hotmail.com](mailto:isisdistribution@hotmail.com) and the Facebook post by Sykes-Bonnett are markedly similar and  
19 suggest that Sykes-Bonnett and/or others acting in concert with him are behind  
20 [isisdistribution@hotmail.com](mailto:isisdistribution@hotmail.com) email address. (See Exhibit K and Exhibit L).

21           40.     On March 28, 2017, in a message to Eric Brooks, Sykes-Bonnett defends his sale  
22 of a stolen/cloned HPT interface and contends that HPT “stole a lot of shit in the beginning of  
23  
24  
25



1 HPT and closed the forum and went corp.” (A copy of the March 28, 2017 message is attached  
2 as Exhibit M).

3 41. On April 7, 2017, Sykes-Bonnett posts a screenshot on Facebook of his alleged  
4 software showing a listing of copied HPT parameters. (A copy of the Facebook post is attached  
5 hereto as Exhibit N).

6 42. On April 8, 2017 at 7:26 a.m., one of Sykes-Bonnett’s Facebook “friends”,  
7 Morgan Rickard comments “you really don’t like HP Tuners lmao.” (See Exhibit N).

8 43. On April 8, 2017 at 5:06 p.m., Sykes-Bonnett responds as follows: “#fuckhpt  
9 Keith, and ken are 2 of the 3 owners and are both bitches. Want to buy shit and pay nothing for  
10 it. Fuck them all. I hope they go broke.” (See Exhibit N).

11 44. On June 24, 2017, the username “ecumaster” on mhhauto.com posts for the first  
12 time with intent to help with generating licenses for HPT software publicly stating “I can help  
13 you with credits for cheap.” (See Exhibit O attached hereto).

14 45. Upon information and belief, “ecumaster” is Sykes-Bonnett acting in concert with  
15 Matthew Honeycutt and others.

16 46. On June 28, 2017, on the HPT forum, “ecumaster” advertises “Hacked Credits”  
17 for HPT’s VCM Suite software. (See Exhibit P attached hereto). The post states: “No Dramas  
18 or Hassles cheap credits. Only \$25aud each, 8 for \$100aud or 20 for \$200aud.  
19 [discounthptunercredits@mail.com](mailto:discounthptunercredits@mail.com) Cheers”. (See Exhibit P).

20 47. On July 6, 2017, on the HPT forum, the username “crackedyou” advertises  
21 “cracked” software and licenses. (See Exhibit Q attached hereto). The post states as follows:

22 Cracked 2.24  
23  
24  
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1 So we have successfully cracked and patched HPTuner VCM software to  
2 never ask for licenses. You can read, write and edit/save most all 1998-  
3 2014 GM cars and some early Ford to about 2010 and Dodge stuff they  
4 supported. Email [discounthptunercredits@mail.com](mailto:discounthptunercredits@mail.com) if you are interested  
5 in this version. The 3.4 and 3.5 has [sic] been patched already and is [sic]  
6 in testing and then we will crack 3.6 and remove the call back to the  
7 server.

8 You can read, save, edit and flash any supported files without EVER being  
9 asked to license. You can use your existing cable or a brand new one and  
10 new [sic] use another credit again.

11 Cheers

12  
13 48. Upon information and belief, “crackedyou” is an alias for “ecumaster”, and is also  
14 Sykes-Bonnett acting in concert with Matthew Honeycutt and others.

15 49. The significance of the “cracked” software advertised by crackedyou and  
16 ecumaster is that it allows users to bypass all licensing checks and prompts, thus enabling HPT’s  
17 users to use the software on any vehicle they wish without paying any licensing fees to HPT.

18 50. HPT did not authorize crackedyou, ecumaster or any others to modify HPT’s  
19 software to bypass all licensing checks and prompts to obtain “free” tuning credits from HPT.

20 51. On July 6, 2017, HPT contacts [discounthptunercredits@mail.com](mailto:discounthptunercredits@mail.com) via alias Peter  
21 Brodski and purchases four (4) discounted Dodge credits. (See Exhibit R attached hereto).

22 52. HPT receives the credits and verifies that it correctly generates the license keys.

23 53. On July 14, 2017, [discounthptunercredits@mail.com](mailto:discounthptunercredits@mail.com) emails select HPT  
24 employees (including an employee whose association with HPT is not publicly known to anyone  
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1 besides this employee's family, current HPT employees and former HPT employees) containing  
2 a link to a "cracked" version of HPT's VCM Suite Software version 3.4. (See Exhibit S attached  
3 hereto). The email contains a link to HPT's "cracked" proprietary source code and decryption  
4 key (which have been redacted on Exhibit S). The email contends that  
5 [discounthptunercredits@mail.com](mailto:discounthptunercredits@mail.com) has "patched" versions 3.5 and 3.6 of HPT's VCM Suite  
6 Software as well. (See Exhibit S).

7  
8 54. On August 21, 2017, [discounthptunercredits@mail.com](mailto:discounthptunercredits@mail.com) emails select HPT  
9 employees demanding a public apology from HPT. (See Exhibit T).

10 55. Specifically, on August 21, 2017 at 1:05 p.m., various HPT personnel received an  
11 email from [discounthptunercredits@mail.com](mailto:discounthptunercredits@mail.com) demanding a public apology from HPT and which  
12 threatened the public release of a cracked version of HPT's VCM Suite Software 3.6, its newest  
13 release. (See Exhibit T). The email containing the extortion threat stated:

14 Still waiting for the apology for fucking everyone when you shut down the  
15 open source. Here is a fully cracked 3.6 with no licensing required EVER.

16 Don't make me release this. You have until the end of the week.

17 56. The email contains a link to HPT's "cracked" proprietary source code and  
18 decryption key (which have been redacted on Exhibit T). As stated above,  
19 [discounthptunercredits@mail.com](mailto:discounthptunercredits@mail.com) was previously selling discounted credits to third parties,  
20 which credits have been unlawfully generated using HPT's software.

21  
22 57. The August 21, 2017 email from [discounthptunercredits@mail.com](mailto:discounthptunercredits@mail.com) makes  
23 reference to when HPT allegedly "shut down the open source" which Sykes-Bonnett also  
24 complained about to Eric Brooks in his message of March 28, 2017. (See Exhibit T and Exhibit  
25 M).

58. On August 23, 2017, Keith Prociuk, one of HPT's owners, posts a message to [discounthptunercredits@mail.com](mailto:discounthptunercredits@mail.com) containing an explanation in response to the threat received on August 21, 2017. (See Exhibit U attached hereto).

59. On August 25, 2017, in connection with arbitration proceedings against a former HPT employee, HPT obtains a temporary restraining order in that matter arising out of the extortion email sent by [discounthptunercredits@mail.com](mailto:discounthptunercredits@mail.com).

60. On August 25, 2017, [discounthptunercredits@mail.com](mailto:discounthptunercredits@mail.com) sends an email to HPT claiming that they will no longer release software. (See Exhibit V attached hereto).

61. Likewise, on August 25, 2017, ecumaster disables all previously posted mega.nz links to hacked HP Tuners software.

62. Upon information and belief, Sykes-Bonnett has worked with others, including but not limited to Christopher Breton-Jean and Matthew Honeycutt to reverse engineer and remove licensing from HPT's VCM Suite Software and to distribute it for their own profit as well as to attempt to cause harm to HPT as a company, which they view as competitors.

63. In fact, documentation received from PayPal in connection with the [discounthptunercredits@mail.com](mailto:discounthptunercredits@mail.com) email (which was collecting money for the discounted credits that were being offered for sale) demonstrates that funds were *paid* by [discounthptunercredits@mail.com](mailto:discounthptunercredits@mail.com) to Christopher Breton-Jean, a known colleague, friend and associate of Sykes-Bonnett.

64. Upon information and belief, Sykes-Bonnett, Christopher Breton-Jean and others (including but not limited to Lani Carney who resides in Australia but is likely a stolen identity) conspired to create the [discounthptunercredits@mail.com](mailto:discounthptunercredits@mail.com) email.

1           65.     Upon information and belief, they used the email to unlawfully market and sell  
2 discounted HPT credits.

3           66.     Upon information and belief, in connection with this scheme, Lani Carney created  
4 a PayPal account, collected the funds received from sales of discounted HPT credits, and then in  
5 turn paid funds to Christopher Breton-Jean and Sykes-Bonnett after receiving them.

6           67.     Defendants, acting in concert with others, have wrongfully acquired and possess  
7 an HPT license generator tool, which they have used to generate and sell licenses publicly that  
8 have been passed off as genuine and authentic products and offerings of HPT.

9           68.     Defendants, acting in concert with others, have wrongfully accessed, trespassed,  
10 engineered and/or hacked HPT's software, systems and source code to remove licensing  
11 restrictions from HPT's VCM Suite Software to distribute it for their own profit as well as to  
12 cause harm to HPT, which Defendants view as a competitor.

13           69.     Defendants, acting in concert with others, accomplished this via various means  
14 including adding extra licenses to existing interfaces and reselling them, by logging in via remote  
15 desktop to customer machines to enter in a hacked license key and by selling a version of hacked  
16 software with licensing defeated.

17           70.     Defendants, acting in concert with others, have attempted to mask their identities  
18 by using fake Australian persona and using spoofed Australian internet protocols.

19           71.     Defendants, acting in concert with others, have publicly posted confidential and  
20 proprietary information of HPT including screenshots of HPT's parameter lists which were  
21 stolen and which Defendants incorporated into their own software.  
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72. Defendants, acting in concert with others, have also attempted to sell a cloned HPT interface with hacked credits on Facebook for their own profit as well as to cause harm to HPT, which Defendants view as a competitor.

# COUNT I

## **VIOLATION OF COMPUTER FRAUD AND ABUSE ACT, 18 U.S.C. §1030**

73. HPT repeats and realleges ¶¶ 1 through 72 of the Complaint as if fully set forth herein.

74. Defendants, knowingly and with intent to defraud, wrongfully accessed, trespassed, engineered and/or hacked HPT's software, systems and source code to remove licensing restrictions from HPT's VCM Suite Software to distribute it for their own profit as well as to cause harm to HPT, which Defendants view as a competitor.

75. Moreover, Defendants, acting in concert with others, accomplished this via various means including adding extra licenses to existing interfaces and reselling them, by logging in via remote desktop to customer machines to enter in a hacked license key and by selling a version of hacked software with licensing defeated.

76. HPT's business, computers, software, systems and source code are used in, and affect, interstate commerce.

77. Moreover, in doing so, Defendants intended to and succeeded in obtaining something of value in excess of \$5,000 per year (as required by the CFAA).

78. Through its fraudulent activity, Defendants have generated profits and obtained revenues that otherwise would have gone to HPT.

79. Defendants' activities described hereinabove constitute a violation of the CFAA, 18 U.S.C. §1030(a)(4).

1           80. Plaintiff, HPT, may maintain a civil action against Defendants for violations of  
2 the CFAA pursuant to 18 U.S.C. §1030(g).

3           81. HPT is entitled to compensatory damages, injunctive relief and other equitable  
4 relief.

5           82. On or about March 27, 2017, and subsequently thereto, HPT demanded that  
6 Defendants cease and desist from their offending conduct.

7           83. However, Defendants have failed to comply.

8           84. As a direct and proximate result of Defendants' ongoing violations and the  
9 misconduct alleged herein, HPT has suffered, and will continue to suffer substantial injuries, loss  
10 and damage to its business and goodwill in an amount to be proven at trial.

11           85. If Defendants are permitted to continue its conduct, HPT will be irreparably  
12 harmed. HPT has been and continues to be damaged in an amount to be proven at trial and also  
13 in a manner and amount that cannot be fully measured or compensated in economic terms. Such  
14 irreparable damage will continue unless Defendants' conduct is enjoined during the pendency of  
15 this action and thereafter.

16  
17 **COUNT II**

18 **VIOLATION OF THE DEFEND THE TRADE SECRETS ACT, 18 U.S.C. § 1836**

19 **WASHINGTON UNIFORM TRADE SECRET ACT, RCW 19.108**

20           86. HPT repeats and realleges ¶¶ 1 through 72 of the Complaint as if fully set forth  
21 herein.

22           87. HPT owned and possessed confidential and proprietary documents and data  
23 containing trade secrets, including but not limited to source code.  
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1           88.     Without authorization by HPT, upon information and belief, a third party (who  
2 was a former employee of HPT) provided Defendants with copies of and access to confidential  
3 and proprietary information of HPT, including its confidential and proprietary source code.

4           89.     The confidential and proprietary source code wrongfully obtained and possessed  
5 by Defendants gives Defendants, and those active in concert with them, the ability to modify  
6 HPT's confidential and proprietary source code to allow users to bypass all licensing checks and  
7 prompts, thus enabling HPT's users to use the software on any vehicle they wish without paying  
8 any licensing fees to HPT.

9           90.     HPT's confidential and proprietary source code has never been accessible to the  
10 public.

11           91.     HPT has taken various reasonable measures to ensure that its source code remains  
12 confidential and proprietary, and to prevent misappropriation of its confidential and proprietary  
13 trade secrets, including its source code.

14           92.     HPT's trade secrets derive independent economic value, both actual and potential,  
15 from not being generally known to other persons, businesses, or the public, who could obtain  
16 economic value from their disclosure or use.

17           93.     In violation of law, Defendants have misappropriated HPT's trade secrets by  
18 modifying HPT's confidential and proprietary software to bypass all licensing checks and  
19 prompts to obtain "free" tuning credits from HPT.

20           94.     Defendants, acting in concert with others, have wrongfully accessed, trespassed,  
21 engineered and/or hacked HPT's software, systems and source code to remove licensing  
22 restrictions from HPT's VCM Suite Software to distribute it for their own profit as well as to  
23 cause harm to HPT, which Defendants view as a competitor.





1           102. HPT owned and possessed confidential and proprietary documents and data  
2 containing trade secrets, including but not limited to source code.

3           103. Without authorization by HPT, upon information and belief, a third party (who  
4 was a former employee of HPT) provided Defendants with copies of and access to confidential  
5 and proprietary information of HPT, including its confidential and proprietary source code.

6           104. The confidential and proprietary source code wrongfully obtained and possessed  
7 by Defendants gives Defendants, and those active in concert with them, the ability to modify  
8 HPT's confidential and proprietary source code to allow users to bypass all licensing checks and  
9 prompts, thus enabling HPT's users to use the software on any vehicle they wish without paying  
10 any licensing fees to HPT.

11           105. HPT's confidential and proprietary source code has never been accessible to the  
12 public and is valued at millions of dollars.

13           106. HPT has taken various reasonable measures to ensure that its source code remains  
14 confidential and proprietary, and to prevent misappropriation of its confidential and proprietary  
15 trade secrets, including its source code.

16           107. HPT's trade secrets derive independent economic value, both actual and potential,  
17 from not being generally known to other persons, businesses, or the public, who could obtain  
18 economic value from their disclosure or use.

19           108. In violation of law, Defendants have misappropriated HPT's trade secrets by  
20 modifying HPT's confidential and proprietary software to bypass all licensing checks and  
21 prompts to obtain "free" tuning credits from HPT.

22           109. Defendants, acting in concert with others, have wrongfully accessed, trespassed,  
23 engineered and/or hacked HPT's software, systems and source code to remove licensing  
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1 restrictions from HPT's VCM Suite Software to distribute it for their own profit as well as to  
2 cause harm to HPT, which Defendants view as a competitor.

3 110. Moreover, Defendants, acting in concert with others, accomplished this via  
4 various means including adding extra licenses to existing interfaces and reselling them, by  
5 logging in via remote desktop to customer machines to enter in a hacked license key and by  
6 selling a version of hacked software with licensing defeated.

7 111. Furthermore, Defendants have misappropriated HPT's parameter lists without  
8 HPT's authorization and by having incorporated them into Defendants' own software.

9 112. Likewise, Defendants have misappropriated HPT's confidential and proprietary  
10 information by attempting to sell a cloned HPT interface with hacked credits on the internet.

11 113. Such use of HPT's confidential and proprietary trade secret information  
12 constitutes misappropriation under the Washington Uniform Trade Secrets Act, RCM 19.108.

13 114. As a direct and proximate result of Defendants' ongoing violations and the  
14 misconduct alleged herein, HPT has suffered, and will continue to suffer substantial injuries, loss  
15 and damage to its business and goodwill in an amount to be proven at trial.

16 115. If Defendants are permitted to continue their misconduct, HPT will be irreparably  
17 harmed. HPT has been and continues to be damaged in an amount to be proven at trial and also  
18 in a manner and amount that cannot be fully measured or compensated in economic terms. Such  
19 irreparable damage will continue unless Defendants' conduct is enjoined during the pendency of  
20 this action and thereafter.  
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COUNT IV

**VIOLATION OF THE ILLINOIS TRADE SECRETS ACT, 765 ILCS 1065/1, ET. SEQ.**

116. HPT repeats and realleges ¶¶ 1 through 72 of the Complaint as if fully set forth herein.

117. HPT owned and possessed confidential and proprietary documents and data containing trade secrets, including but not limited to source code.

118. Without authorization by HPT, upon information and belief, a third party (who was a former employee of HPT) provided Defendants with copies of and access to confidential and proprietary information of HPT, including its confidential and proprietary source code.

119. The confidential and proprietary source code wrongfully obtained and possessed by Defendants gives Defendants, and those active in concert with them, the ability to modify HPT's confidential and proprietary source code to allow users to bypass all licensing checks and prompts, thus enabling HPT's users to use the software on any vehicle they wish without paying any licensing fees to HPT.

120. HPT's confidential and proprietary source code has never been accessible to the public.

121. HPT has taken various reasonable measures to ensure that its source code remains confidential and proprietary, and to prevent misappropriation of its confidential and proprietary trade secrets, including its source code.

122. HPT's trade secrets derive independent economic value, both actual and potential, from not being generally known to other persons, businesses, or the public, who could obtain economic value from their disclosure or use.

1           123. In violation of law, Defendants have misappropriated HPT's trade secrets by  
2 modifying HPT's confidential and proprietary software to bypass all licensing checks and  
3 prompts to obtain "free" tuning credits from HPT.

4           124. Defendants, acting in concert with others, have wrongfully accessed, trespassed,  
5 engineered and/or hacked HPT's software, systems and source code to remove licensing  
6 restrictions from HPT's VCM Suite Software to distribute it for their own profit as well as to  
7 cause harm to HPT, which Defendants view as a competitor.

8           125. Moreover, Defendants, acting in concert with others, accomplished this via  
9 various means including adding extra licenses to existing interfaces and reselling them, by  
10 logging in via remote desktop to customer machines to enter in a hacked license key and by  
11 selling a version of hacked software with licensing defeated.

12           126. Furthermore, Defendants have misappropriated HPT's parameter lists without  
13 HPT's authorization and by having incorporated them into Defendants' own software.

14           127. Likewise, Defendants have misappropriated HPT's confidential and proprietary  
15 information by attempting to sell a cloned HPT interface with hacked credits on the internet.

16           128. Such use of HPT's confidential and proprietary trade secret information  
17 constitutes misappropriation under the Illinois Trade Secrets Act.

18           129. As a direct and proximate result of Defendants' ongoing violations and the  
19 misconduct alleged herein, HPT has suffered, and will continue to suffer substantial injuries, loss  
20 and damage to its business and goodwill in an amount to be proven at trial.

21           130. If Defendants are permitted to continue its conduct, HPT will be irreparably  
22 harmed. HPT has been and continues to be damaged in an amount to be proven at trial and also  
23 in a manner and amount that cannot be fully measured or compensated in economic terms. Such  
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1 irreparable damage will continue unless Defendants' conduct is enjoined during the pendency of  
2 this action and thereafter.

3 **COUNT V**

4 **UNFAIR COMPETITION UNDER THE**

5 **WASHINGTON CONSUMER PROTECTION ACT, RCW 19.86.020**

6 131. HPT repeats and realleges ¶¶ 1 through 72 of the Complaint as if fully set forth  
7 herein.

8 132. Through the acts described hereinabove, Defendants have engaged in unfair  
9 practices in violation of the public interest by misappropriating the trade secrets of HPT.

10 133. Specifically, Defendants' deceives the public by passing off HPT credits and  
11 license keys as authentic products and offerings of HPT when, in fact, they are not.

12 134. Defendants' misconduct, as described hereinabove, affects the public interest.

13 135. HPT's interests have been injured in numerous ways as a result of Defendants'  
14 unfair and deceptive acts and practices.

15 136. But for Defendants' unfair and deceptive practices, HPT would not have suffered  
16 these injuries.

17 **COUNT VI**

18 **UNFAIR COMPETITION UNDER THE ILLINOIS CONSUMER FRAUD AND**

19 **DECEPTIVE BUSINESS PRACTICES ACT, 815 ILCS 505/1 ET. SEQ.**

20 137. HPT repeats and realleges ¶¶ 1 through 72 of the Complaint as if fully set forth  
21 herein.

22 138. Through the acts described hereinabove, Defendants have engaged in unfair  
23 practices in violation of the public interest by misappropriating the trade secrets of HPT.  
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1 149. Defendants' misconduct constitutes a material breach of the EULA.

2 150. As a direct and proximate result of Defendants' ongoing violations and the  
3 misconduct alleged herein, HPT has suffered, and will continue to suffer substantial injuries, loss  
4 and damages in an amount to be proven at trial.

5 **COUNT VIII**

6 **TORTIOUS INTEFERENCE WITH PROSPECTIVE**

7 **CONTRACTUAL OR ECONOMIC RELATIONS**

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9 151. HPT repeats and realleges ¶¶ 1 through 72 of the Complaint as if fully set forth  
10 herein.

11 152. HPT has maintained valid business relationships with many vendors, resellers  
12 and customers.

13 153. HPT has a reasonable expectation that the relationships with its vendors,  
14 resellers and customers will continue and will not be disrupted by Defendants' conduct.

15 154. Defendants' knew of HPT's relationships and expectations, but  
16 intentionally, wrongfully and unjustifiably interfered with those relationships.

17 155. Specifically, Defendants have solicited vendors, customers and suppliers  
18 of HPT to purchase hacked license keys and versions of software with licensing defeated  
19 from Defendants, have sold hacked license keys and versions of software with licensing  
20 defeated to third parties, and have interfered with HPT's relationships with its vendors,  
21 resellers and customers.

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23 156. As a result of Defendants' actions, HPT has suffered irreparable harm for  
24 which it has no adequate remedy at law. Unless enjoined, Defendants' will continue to  
25 harm HPT's business, causing further irreparable harm to HPT.



**WHEREFORE**, HPT respectfully prays for judgment against Defendants, **KEVIN SYKES-BONNET** and **SYKED ECU TUNING INCORPORATED**, and in favor of HP Tuners, LLC as follows:

1. Awarding and ordering an accounting and disgorgement of all Defendants' profits and/or damages suffered by Plaintiff due to Defendants' misappropriation of the HPT's confidential and proprietary trade secrets pursuant to:

- a. the Computer Fraud and Abuse Act, 18 U.S.C. §1030;
- b. the Defend Trade Secrets Act, 18 U.S.C. §1836 et seq.;
- c. the Washington Uniform Trade Secrets Act, RCW 19.108; and
- d. the Illinois Trade Secrets Act, 765 ILCS 1065/1 et. seq.

2. Awarding Plaintiff exemplary damages as authorized by statute for Defendants' willful misappropriation.

3. Enjoining Defendants from using misappropriated trade secrets pursuant to statute.

4. Entry of a declaratory judgment that Defendants' conduct was a violation of the Computer Fraud and Abuse Act, 18 U.S.C. 1030 (a)(4).

5. Enjoining Defendants from accessing HPT's Protected Computers.

6. Awarding such other and further relief as may be just and proper caused by Defendants' violation of the Computer Fraud and Abuse Act, 18 U.S.C. 1030 (a)(4).

1           7.     Awarding HPT compensatory damages, in an amount to be proven at trial.

2           8.     Awarding pre- and post-judgment interest to HPT.

3           9.     Awarding HPT a preliminary and permanent injunction enjoining Defendants,  
4 their agents, servants and employees, and those people in active concert or participation with  
5 them from:

6                   a.    Passing off any of their products or services as those of HPT;

7                   b.    Causing a likelihood of confusion or misunderstanding as to the source or  
8                         sponsorship of Defendants' businesses, products or services;

9                   c.    Causing a likelihood of confusion or misunderstanding as to their  
10                        affiliation, connection or association with HPT or any of HPT products or  
11                        services; and  
12                        services; and

13                  d.    Unfairly competing with HPT in any manner.

14           10.    An award of damages in an amount to be proven at trial based on Defendants'  
15 unfair competition.

16           11.    An award of damages in an amount to be proven at trial based on Defendants'  
17 breach of contract.

18           12.    An award of damages in an amount to be proven at trial based on Defendants'  
19 tortious interference with HPT's prospective contractual or economic relations.

20           13.    An order that Defendants be required to file with the Court and to serve upon  
21 HPT counsel within ten (10) days after entry of any injunction or order issued herein, a written  
22 report, under oath, setting forth in detail the manner in which they have complied with such  
23 injunction or order.  
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**VERIFICATION**

I, KEITH PROCIUK, as Member of HP TUNERS, LLC, declare under penalty of perjury under the laws of the United States of America that I have read and reviewed the allegations contained in the foregoing Complaint for Injunctive Relief and Damages, that I have knowledge pertaining to the allegations set forth in the foregoing document, and that those allegations are true and correct to the best of my knowledge and belief. Executed on September 18, 2017.

HP TUNERS, LLC

  
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KEITH PROCIUK, Member